FILED: SUFFOLK COUNTY CLERK 03/31/2022 03:45 PM INDEX NO. 606156/2022 NYSCEF DOC: NO. 10 Page 1 Page

STATE OF NEW YORK
SUPREME COURT: COUNTY OF SUFFOLK

Index No.:

M&T BANK 475 Crosspoint Parkway

Plaintiff.

CONSUMER CREDIT TRANSACTION (NON-CREDIT CARD)

VS.

MOISES GOMEZ-GRANILLO 1652 Spur Drive N Central Islip, New York 11722,

Getzville, New York 14068,

Defendant.

SUMMONS

TO DEFENDANT:

YOU ARE SUMMONED to appear in this action by serving your answer to the complaint on the plaintiff's attorney within the time limits stated below.

Suffolk County is designated as the county where this action will be tried, because one or more of the parties to this action resides in that county.

TIME LIMITS TO ANSWER:

- (1) If this summons is served by delivery to you personally within New York State, you must answer the complaint within TWENTY (20) days after such delivery.
- (2) If this summons is not served by delivery to you personally within New York State, and not served pursuant to CPLR 312-a, you must answer the complaint within THIRTY (30) days after service is complete.
- (3) If this summons is served pursuant to CPLR 312-a, see accompanying STATEMENT OF SERVICE BY MAIL for time limits to answer.

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> IF YOU FAIL TO ANSWER THE COMPLAINT within the time stated, judgment will be entered against you for the relief demanded in the complaint.

Dated:

March 22, 2022 Buffalo, New York

> RUPP BAASE PFALZGRAF CUNNINGHAM LLC Attorneys for Plaintiff

M&T Bank

By: St M Kyle C. DiDone, Esq.

1600 Liberty Building Buffalo, New York 14202

(716) 854-3400

STATE OF NEW YORK SUPREME COURT: COUNTY		
M&T BANK,		Index No.:
	Plaintiff,	
vs.		
MOISES GOMEZ-GRANILLO		
	Defendant.	

VERIFIED COMPLAINT

Plaintiff, M&T Bank, by its attorneys, Rupp Baase Pfalzgraf Cunningham LLC, as and for its verified complaint against the defendant alleges as follows:

- 1. At all times hereinafter mentioned, plaintiff, M&T Bank ("plaintiff"), was and is a New York banking corporation with a principal place of business located at 475 Crosspoint Parkway, Getzville, New York.
- 2. Upon information and belief, at all times hereinafter mentioned, defendant Moises Gomez-Granillo ("defendant") was and is an individual residing at 1652 Spur Drive N, Central Islip, New York.

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FACTUAL BACKGROUND

3. On or about August 17, 2015, defendant executed a certain Retail Instalment Contract ("Contract"), pursuant to which plaintiff agreed to lend the defendant \$60,459.02, and defendant agreed to repay that amount in accordance with the terms of the Contract. A copy of the Contract is attached as Exhibit A.

FIRST CAUSE OF ACTION (Breach of Contract)

- 4. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 3 of this complaint.
- 5. Defendant has breached the terms of the Contract by, among other things, failing and/or refusing to make payments in accordance with its terms.
- 6. Defendant failed to pay his November 16, 2016 monthly installment payment and all subsequent payments.
- 7. There is now due and owing the principal amount of \$14,976.81 from defendant to plaintiff with respect to the Contract.
- 8. By reason of defendant's breach of the Contract, plaintiff has been damaged, as of March 22, 2022, in the total amount of \$20,653.64, which consists of \$14,976.81

principal, \$4,082.60 interest, \$1,594.23 late fees, and \$0.00 miscellaneous fees, along with all costs, disbursements, and attorneys' fees.

SECOND CAUSE OF ACTION (Unjust Enrichment)

- 9. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 8 of this complaint.
- 10. By reason of the acts of the defendant, as aforesaid, and without any wrongdoing on the part of the plaintiff, defendant has been unjustly enriched to plaintiff's detriment.
- 11. By reason of the foregoing, plaintiff has been damaged in the principal amount of \$14,976.81.

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WHEREFORE, plaintiff M&T Bank demands judgment as follows:

- On its first cause of action, as against defendant, Moises Gomez-Granillo in the total amount of \$20,653.64, plus accrued interest, late charges, costs, disbursements and attorneys' fees;
- On its second cause of action, as against defendant, Moises Gomez-Granillo in the principal amount of \$14,976.81, together with interest thereon;
- (3) The costs and disbursements of this action, together with any other or further relief as the Court may deem just and proper.

Dated:

March 22, 2022 Buffalo, New York

RUPP BAASE PFALZGRAF CUNNINGHAM LLC Attorneys for Plaintiff M&T Bank

Ву:

Kyle C. DiDone, Esq.

1600 Liberty Building Buffalo, New York 14202

(716) 854-3400

VERIFICATION

STATE OF NEW YORK)
COUNTY OF ERIE	: ss.:)
Caitlin	E. Whalen , being duly sworn, deposes and says that he/she
is a/an Assistant Vice Preside	of M&T Bank, the corporation named in the within entitled
action; that he/she has read th	e foregoing Summons and Verified Complaint and knows the
contents thereof; and that the	same is true to his/her own knowledge, except as to those matters
therein stated to be alleged up	on information and belief, and as to those matters he/she believes
them to be true.	
Deponent furth	ner says that the reason this verification is made by deponent and
not by M&T Bank is because	M&T Bank is a corporation and the grounds of deponent's belief
as to all matters in the Summo	ons and Verified Complaint not stated upon his/her own knowledge
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<u> </u>	rporation and from the books and papers of said corporation.
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EXHIBIT A

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